

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-0116-S-08-0069	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 8/4/2008	PAGE OF PAGES 1 104

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY Tongass National Forest 648 Mission Street – Federal Building Ketchikan, AK 99901	CODE	8. ADDRESS OFFER TO Same as Block 7	
9. FOR INFORMATION CALL:	A. NAME Tonya Rymer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (907) 228-6244	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

LANCASTER ROADS

The Government's estimate is between \$1,000,000 and \$5,000,000.

NOTE:

- (1) This solicitation is a Request For Proposals. Selection will be based on an evaluation described in Section M.2. Please review Section M.1, M.2, M.3, and L.10 prior to submitting your offer.
- (2) This is a Competitive HUB-Zone Set-Aside procurement. All eligible and responsible HUB-Zone sources may submit a proposal. Any questions about eligibility should be directed to the Offeror's cognizant Small Business Administration Office. The North American Industrial Classification System code for this procurement is 237310.
- (3) A Bid Bond is NOT required for this solicitation. However, Performance and Payment Bonds are required within 15 days after award.

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Section F.2.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by **2:00 pm** (hour) local time **September 4, 2008** (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.



29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

PART I—THE SCHEDULE**SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULE OF ITEMS**

Item No.	Description	Method of Meas.	Quantity	Unit	Unit Price	Total
<u>BASE ITEM</u>						
15101	Mobilization	LS	1.00	Lump Sum	\$	\$
20305	Removal of structures and obstructions	LS	1.00	Lump Sum	\$	\$
20801	Marine Structure Excavation	CQ	1,200.00	Cubic Yard	\$	\$
25101	Placed riprap, class 6, method A	CQ	1,100.00	Cubic Yard	\$	\$
BASE ITEM TOTAL						\$
<u>OPTION #1</u>						
21201	Linear Grading	AQ	1.00	Mile	\$	\$
6020118*	18" corrugated metal pipe .064" thickness for steel or .060" thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	376.00	Lineal Foot	\$	\$
6020124*	24" corrugated metal pipe .064" thickness for steel or .060" thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	205.00	Lineal Foot	\$	\$
6020148*	48" corrugated metal pipe .079 thickness for steel or .075 thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	30.00	Lineal Foot	\$	\$
6020184	84" corrugated metal pipe .109 thickness for steel or .105 thickness for aluminum, method (C), 3 x 1" corrugations	AQ	50.00	Lineal Foot	\$	\$
OPTION #1 TOTAL						\$

OPTION #2

21201	Linear Grading	AQ	2.00	Mile	\$	\$
6020118*	18" corrugated metal pipe .064" thickness for steel or .060" thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	835.00	Lineal Foot	\$	\$
6020124*	24" corrugated metal pipe .064" thickness for steel or .060" thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	282.00	Lineal Foot	\$	\$
6020136*	36" corrugated metal pipe .064" thickness for steel or .060" thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	139.00	Lineal Foot	\$	\$
6020184	84" corrugated metal pipe .109 thickness for steel or .105 thickness for aluminum, method (C), 3 x 1" corrugations	AQ	43.00	Lineal Foot	\$	\$
				OPTION #2 TOTAL		\$

OPTION #3

21201	Linear Grading	AQ	1.00	Mile	\$	\$
6020118*	18" corrugated metal pipe .064" thickness for steel or .060" thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	570.00	Lineal Foot	\$	\$
6020148*	48" corrugated metal pipe .079 thickness for steel or .075 thickness for aluminum, method (C), 2 2/3 x 1/2" corrugations	AQ	40.00	Lineal Foot	\$	\$

TOTAL FOR ALL ITEMS: \$

Signature:	Phone:
Vendor Name:	Fax:
Address:	Email:
City/State/Zip	TIN#
	DUNS#

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Project Scope

- a. **General Project Description:** The project involves the reconstruction of Lancaster Cove LTF, and construction of 4.0 miles of new forest road under the Linear Grading pay item.

Description LTF: The LTF portion of this project includes removal of the existing native log bulkhead, construction of a new low angle shot rock barge loading ramp extending from elevation +16.6 down to elevation +12.0 with a riprap buttress extending from elevation +12.0 down to elevation -11.0. Some of the major work items for the project are: mobilization; structure excavation with on-site stockpiling of excavated rock material; removal of the existing log bulkhead with off-site disposal of logs, cables, and associated hardware; development and placement of riprap; site grading and maintenance of existing perimeter drainage ditches; and quality control.

Construction Permits: The proposed work on this project requires modification of the Government's existing Corps of Engineer's Permits and State of Alaska consistency finding for this facility. The Government is in the process of securing these permit modifications. On-site construction work on this project will be restricted to those areas of the project that are above the Extreme Tide Line (+21.0 Ft.) until the Corps of Engineer's Permit and State Consistency Determination are signed and approved.

Description Roads: The project involves the construction of 4.00 miles of new forest road under the Linear Grading pay item. This work is divided into 3 option items. Some of the major work items for the road reconstruction are: roadway excavation, and placing borrow excavation. Some of the major work items for the road construction consist of Clearing and Grubbing, Excavation and Embankment, Culvert Installation, Pit Development, End Haul, Seeding and Fertilization, and Erosion Control, installation of a modular bridge, Mobilization, and Quality and Quantity Control. Stream crossings and working in fish streams is restricted by fish timing windows on this project.

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the contractor is to furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in reasonably close conformity with the drawings and specifications, and in accordance with the provisions of the contract. Payment for contract work will be made **only for and under** those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

- b. **Location:** The project is located on the Craig Ranger District of the Tongass National Forest. It is approximately 30 air miles East of Craig Alaska. It can be reached only by sea plane or boat. The road systems can be accessed by the Forest Service Lancaster Cove Marine Access Facility (MAF), located in Cholmondeley Sound, which consists of a loading ramp and log bulkhead for a barge. The project is located in Cholmondeley Sound, Prince of Wales Island, Alaska.
- c. **Price Range** for the project is between \$1,000,000 and \$5,000,000.

C.2 Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects, FP-03.

The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects, FP-03, are included by reference. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract.

FLH Standard Specifications (FP-03) can be obtained from the Federal Highway Administration Home Page on the Internet. It is in Word or Adobe Acrobat page description format at:

<http://www.wfl.fhwa.dot.gov/design/specs/fp03.htm>

Or online at: <http://bookstore.gpo.gov/>

Or available on line at <http://www.wfl.fha.dot.gov/design/specs/>

C.3 Special Project Specification and Forest Service Supplementation

The following specifications and supplementations to FP-03 are hereby made part of this solicitation and any resultant contract.

Preface

101 - Terms, Format, and Definitions

101.03 Abbreviations

101.04 Definitions

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102 Bid, Award, and Execution of Contract

103 - Scope of Work

Deletions

104 - Control of Work

Deletions

104.06 Use of Roads by Contractor

105 - Control of Material

105.02 Material Sources

105.02(a) Government-provided sources

105.05 Use of Material Found in the Work

106 - Acceptance of Work

106.01 Conformity with Contract Requirements

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107 - Legal Relations and Responsibility to the Public

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107.09 Legal Relationship of the Parties

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- 109 - Measurement and Payment
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- 152 - Construction Survey and Staking
 - 152.02 General
 - Table 152-1 Tolerances for reestablishing P-line, traverse, and elevations
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- 155 - Schedules for Construction Contracts
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 - 157.03 General
- 201 - Clearing and Grubbing
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- 204 - Excavation and Embankment
 - 204.06 Roadway Excavation
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 - 204.13 Sloping, Shaping, and Finishing
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- 651 - Development of Pits & Quarries

Preface

Preface_wo_03_15_2004_m

Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads.

101 - Terms, Format, and Definitions

101.00_nat_us_07_25_2005

101.01_nat_us_04_04_2007

101.01 Meaning of Terms

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.03_nat_us_06_16_2006

101.03 Abbreviations.

Add the following to (a) Acronyms:

AFPA	American Forest and Paper Association
MSHA	Mine Safety and Health Administration
NIST	National Institute of Standards and Technology
NESC	National Electrical Safety Code
WCLIB	West Coast Lumber Inspection Bureau

Add the following to (b) SI symbols:

mp	Milepost
ppm	Part Per Million

101.04_nat_us_03_29_2007

101.04 Definitions.

Delete the following definitions and substitute the following:

Bid Schedule--The Schedule of Items.

Bridge--No definition.

Contractor--The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the “purchaser”.

Culvert--No definition.

Right-of-Way--A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Add the following:

Adjustment in Contract Price--“Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment,” as used in the Timber Sale Contract, as applicable.

Change--“Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

Design Quantity--“Design quantity” is a Forest Service method of measurement from the FS-96 *Forest Service Specifications for the Construction of Roads and Bridges*. Under these FP specifications this term is replaced by the term “Contract Quantities”.

Forest Service--The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

Neat Line--A line defining the proposed or specified limits of an excavation or structure.

Pioneer Road--Temporary construction access built along the route of the project.

Purchaser--The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

Protected Streamcourse--A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

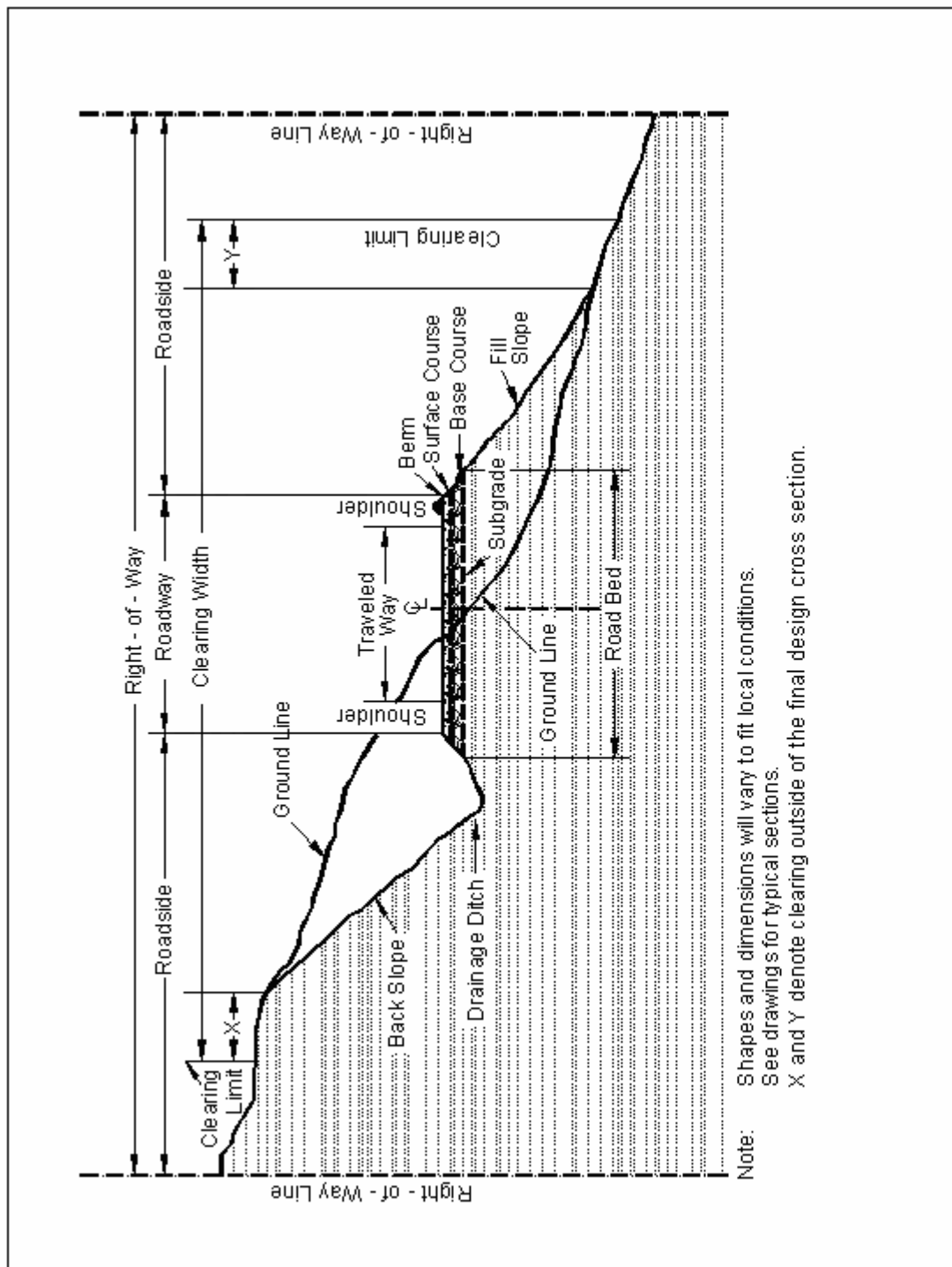
Road Order--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

Schedule of Items--A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, unit price, and amount.

Utilization Standards--The minimum size and percent soundness of trees described in the specifications to determine merchantable timber.

Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.



102 - Bid, Award, and Execution of Contract

102.00_nat_us_02_16_2005

102 Bid, Award, and Execution of Contract

Delete Section 102 in its entirety.

103 - Scope of Work

103.00_nat_us_02_16_2005

Deletions

Delete all but subsection 103.01 Intent of Contract.

104 - Control of Work

104.00_nat_us_06_16_2006

Deletions

Delete Sections 104.01, 104.02, and 104.04.

104.06_nat_us_02_17_2005

Add the following subsection:

104.06 Use of Roads by Contractor

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

105 - Control of Material

105.02_nat_us_01_18_2007

105.02 Material Sources.**105.02(a) Government-provided sources.**

Add the following:

Comply with the requirements of 30 CFR 56, subparts B and H. Use all suitable material for aggregate regardless of size unless otherwise designated. When required, re-establish vegetation in disturbed areas according to section 625.

105.05_nat_us_05_12_2004

105.05 Use of Material Found in the Work.

Delete 105.05 (a) and (b) and the last sentence of the second paragraph and substitute the following:

Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. The Government is not obligated to make reimbursement for the cost of producing these materials.

106 - Acceptance of Work

106.01_nat_us_07_31_2007

106.01 Conformity with Contract Requirements.

Delete Subsection 106.01 and substitute the following:

Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

(a) Disputing Government test results. If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

- (1) Sampling method;
- (2) Number of samples;
- (3) Sample transport;
- (4) Test procedures;
- (5) Testing laboratories;
- (6) Reporting;
- (7) Estimated time and costs; and
- (8) Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory

that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

(b) Alternatives to removing and replacing non-conforming work. As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

106.07_nat_us_05_11_2004

106.07 Delete

Delete subsection 106.07.

107 - Legal Relations and Responsibility to the Public

107.05_nat_us_05_11_2004

107.05 Responsibility for Damage Claims.

Delete the entire subsection.

107.06_nat_us_06_16_2006

107.06 Contractor's Responsibility for Work.

Delete the following from the first paragraph.
"except as provided in Subsection 106.07".

107.09_nat_us_06_16_2006

107.09 Legal Relationship of the Parties.

Delete the entire subsection.

107.10_nat_us_06_16_2006

107.10 Environmental Protection.Add the following:

Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

Before beginning any work, submit a Hazardous Spill Plan. List actions to be taken in the event of a spill. Incorporate preventive measures to be taken, such as the location of mobile refueling facilities, storage and handling of hazardous materials, and similar information. Immediately notify the CO of all hazardous material spills. Provide a written narrative report form no later than 24 hours after the initial report and include the following:

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.
- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications the Contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the CO and in a manner that complies with Federal, state, and local laws and regulations.

108 - Prosecution and Progress

108.00_nat_us_02_16_2005

108 Delete.

Delete Section 108 in its entirety.

109 - Measurement and Payment

109.00_nat_us_02_17_2005

109 Deletions

Delete the following entire subsections:

109.06 Pricing of Adjustments.

109.07 Eliminated Work.

109.08 Progress Payments.

109.09 Final Payment.

109.02_nat_us_06_16_2006

109.02 Measurement Terms and Definitions.**(b) Contract quantity.**Add the following:

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

Change the following:

“(b) Cubic yard” to “(c) Cubic yard”.

Add the following definition:

(p) Thousand Board Feet (Mbf). 1,000 board feet based on nominal widths, thickness, and extreme usable length of each piece of lumber or timber actually incorporated in the job. For glued laminated timber, 1,000 board feet based on actual width, thickness, and length of each piece actually incorporated in the job.

152 - Construction Survey and Staking

152.00_1005_us_05_11_2006

Description**152.01**Delete second sentence.**152.01(c) Material.**Add the following:

Use required stake dimensions and materials. Pre-paint the top 2 inches of all stakes and lath, or mark them with plastic flagging. Use designated colors for paint or flagging. Mark all stakes with a stake pencil that leaves a legible imprint, or with waterproof ink.

Do not use aerosol spray paints.

Use moisture-resistant paper for survey notes. Keep notes in books with covers that will protect the contents and retain the pages in numerical sequence.

Construction Requirements**152.02 General.**Delete first sentence and replace with the following:

Include staking activities in construction schedule.

Delete the last sentence in the first paragraph and replace with the following:

Data relating to horizontal and vertical alignment, theoretical slope stake catch points and other design data will be furnished upon acceptance of final design.

Add the following:

When indicated on the plans, a preliminary survey line has been established on the ground. The project location line is established by offsets from this preliminary line.

Delete second sentence in second paragraph and replace with the following:

Reestablish missing reference, control lines, or stakes as necessary to control subsequent construction staking operations

152.03 Survey and Staking Requirements.

(b) Roadway cross-sections.

Replace the first two sentences with the following:

Take roadway cross-sections normal to centerline. When the centerline curve radius is less than or equal to 200 feet, take cross-sections at a maximum centerline spacing of 25 feet. When the centerline curve radius is greater than 200 feet take cross-sections at a maximum centerline spacing of 50 feet.

c) Slope Stakes & References:

Replace section with the following:

Slope stakes and references. When required, locate slope stakes on designated portions of the road.

Locate the slope stake catch points and use them to establish clearing limits and slope stake references.

Mark slope stakes with the station, the amount of cut or fill, the horizontal distance to centerline, and the slope ratios.

Place slope reference stakes at least 10 feet outside the clearing limit and mark with the offset distance to the slope stake. Place sight stakes when required.

Prior to clearing and grubbing operations, move the slope stake outside the clearing limit to the slope reference stake. After clearing and grubbing and before excavation, reset the slope stakes in their original position.

Use the designated method to establish the slope stake catchpoint.

- **Method I**—Computed Method. Use the template information shown in the plans or other Government-provided data to calculate the actual location of the catchpoint. The slope stake “catchpoint distance” provided may be used as a trial location to initiate slope staking. Recatch slope stakes on any section that does not match the staking report within the tolerances established in Table 152-2.
- **Method II**—Catchpoint Measurement Method. Determine the location of slope stake catchpoints by measuring the catchpoint distances shown in the plans or other Government-provided data.

(d) Clearing and grubbing limits.

Add the following:

Establish clearing limits on each side of the location line by measuring the required horizontal or slope distances shown in the stake notes. Mark the clearing limits with flagging or tags on trees to be left standing, or on lath. Make markings intervisible, and no more than 90 feet apart.

After establishing clearing limits, move the location line stake outside the clearing limits for station identification purposes, and mark it with horizontal distance to location line

(e) Centerline reestablishment.

Replace with the following:

Reestablish centerline from instrument control points. The maximum spacing between centerline points is 25 feet when the centerline curve radius is less than or equal to 200 feet. When the centerline curve radius is greater than 200 feet, the maximum distance between centerline points is 80 feet. Bypass no centerline points falling within any portion of a curve.

(g) Culverts.Replace subsection with the following:

Set culvert reference stakes at all culvert locations. Set a culvert reference stake on the centerline of the culvert 10 feet from inlet end or beyond the clearing limit, whichever is greater. Record the following on culvert reference stakes:

- (1) Diameter, actual field measured length, and type of culvert.
- (2) The vertical and horizontal distance from the reference stake to the invert at the ends of the culvert.
- (3) Station of actual point where culvert intersects centerline.

When required, stake headwall for culverts by setting a hub with a guard stake on each side of the culvert on line with the face of the headwall. Perform this work after clearing is completed.

152.03 (j) Borrow and waste areas

Delete the last sentence.

152.03 (l) Miscellaneous Survey and Staking.Add the following:

- (11) Cattleguards
- (12) Drain Dips
- (13) Erosion Control Measures

Replace Table 152-1 with the following two tables:

Table 152-1 Tolerances for reestablishing P-line, traverse, and elevations.

Precision Class	Minimum Position Closure	Angular Accuracy (\pm)	L-Line Tangent Control Points ^a (\pm)	Vertical Closure ^b (\pm)
A (Bridges)	1/10,000	2 sets, direct/reverse 10 second rejection limit	N/A	0.02 ft or 0.02ft/1000ft ^c
B	1/5,000	2 sets, direct/reverse 20 second rejection limit	0.1 ft	0.02 ft or 0.02ft/1000ft ^c
C	1/1,000	1 set, direct/reverse 1 minute rejection limit	0.2 ft	0.5ft/1000ft ^c
D	1/300	Foresight and backsight; 15 minute rejection limit ^c	0.4 ft	1.0ft/1000ft ^c
E	1/100	Foresight and backsight; 30 minute rejection limit ^c	0.8 ft	1.0ft/1000ft ^c
a. Accuracy of offset measurement. b. Determine vertical closures at intervals not to exceed 2000 ft as measured along centerline. c. Use greater value.				

Table 152-2 Cross section and slope stake tolerances.

Item	Tolerances				
	A	B	C	D	E
Allowable deviation of cross-section line projection from a true perpendicular to tangents, a true bisector of angle points, or a true radius of curves	(\pm)2°	(\pm)3°	(\pm)3°	(\pm)5°	(\pm)5°
Take cross-sections topography measurements so that variations in ground from a straight line connecting the cross-section points will not exceed	0.5 ft	1.0 ft	2.0 ft	2.0 ft	3.0 ft
Horizontal and vertical accuracy for cross-sections, in feet or percentage of horizontal distance measured from traverse line, whichever is greater.	0.1 ft or 0.4%	0.15 ft or 0.6%	0.2 ft or 1.0%	0.2 ft or 1.0%	0.3 ft or 1.0%
Horizontal and vertical accuracy for slope stake, slope stake references, and clearing limits. In feet or percentage of horizontal distance measured from centerline or reference stake, whichever is greater.					
Slope reference stakes and slope stakes.	0.1 ft or 0.4%	0.15 ft or 0.6%	0.2 ft or 1.0%	0.2 ft or 1.0%	0.3 ft or 1.0%
Clearing limits	1.0 ft	1.0 ft	1.0 ft	1.5 ft	2.5 ft

155 - Schedules for Construction Contracts

155.00_nat_us_05_11_2004

155 Delete.

Delete Section 155 in its entirety.

157 - Soil Erosion Control

157.03_nat_us_02_24_2005

157.03 General

Delete the entire subsection and replace with the following:

Prior to the start of construction, submit a written plan that provides permanent and temporary erosion control measures to minimize erosion and sedimentation during and after construction. Do not begin work until the necessary controls for that particular phase of work have been implemented. Do not modify the type, size, or location of any control. An alternate erosion control plan with all necessary permits may be submitted 30 days before intended use.

Incorporate all permanent erosion control features into the project at the earliest practicable time, as outlined in the approved plan.

When erosion control measures are not functioning as intended, immediately take corrective action.

157.09_1005_us_05_16_2005

157.09 Diversions.

Delete the 1st sentence and add the following:

When shown on the drawings construct temporary channels, temporary culverts, or sandbags to divert water around disturbed areas and slopes. Earthen dams are prohibited.

Add the following to the second sentence.

When shown on the drawings ,

201 - Clearing and Grubbing

201.00_nat_us_05_01_2006

201.02 Delete:

Delete Tree wound dressing material reference.

201.03 General.

Delete the last sentence.

201.04 Clearing.

Delete the last sentence of (d).

201.01_nat_us_02_18_2005

201.01 Description

Replace with the following

This work consists of clearing and grubbing within clearing limits and other designated areas.

201.04_nat_us_02_22_2005

201.04 Clearing. (c)

Delete paragraph (c) and replace with the following:

(c) In areas outside the excavation, embankment, and slope rounding limits, cut stumps to within 12 inches or one-third of the stump diameter of the ground, whichever is higher, measured on the side adjacent to the highest ground. For timber sales, stump heights will meet the requirements of the Timber Sale contract.

201.04 Clearing.

Delete subsection (d) and replace with the following:

(d) Do not cut vegetation less than 3 feet tall and less than 3 inches in diameter, that is within the clearing limits but beyond the roadway and not in a decking area, and that does not interfere with sight distance along the road.

Add the following:

(e) Trim branches of remaining trees or shrubs to give a clear height of 14 feet above the roadbed unless otherwise indicated. Trim tree limbs as near flush with the trunk as practicable.

(f) Remove brush from log decks. Deck logs so that logs are piled parallel to one another; can be removed by standard log loading equipment; will not damage standing trees; will not interfere with drainage, and will not roll. Keep logs in log decks free of brush and soil.

201.04_1005_us_04_04_2005

Construction Requirements

201.04 Clearing.

Add the following:

Utilization standards for merchantable timber are listed below. Fall and buck merchantable material into lengths not to exceed 40 feet. Pieces (logs) meet utilization standards when such pieces would have met Utilization Standards if bucking lengths were varied to include such material.

Minimum Utilization Standards

Length	Diameter (Inside Bark) at Small End	33-1/3 Net Scale in % Gross
<u>12</u> feet	<u>6</u> inches	for Sawlog
		50% Net Scale in % Gross for
		Utility

201.05_10_us_07_14_2006

.05 (b)

Delete entire paragraph and replace with the following:

Grub all embankment areas. Undisturbed stumps may be left in place if they protrude less than 6 inches above the original ground and will be covered with more than 2 feet of embankment.

201.06_nat_us_02_23_2005

201.06 Disposal.

Delete the first sentence of this subsection and substitute the following:

All merchantable timber within the clearing limits on either private or Government land remains the property of the landowners. Deck according to 201.04(f) on each owner's property adjacent to the road in approved locations.

202 - Additional Clearing and Grubbing

202.04_1005_us_08_01_2005

202.04 Selective Clearing.

Add the following:

Dead trees over 6 inches in diameter measured at 12 inches above the ground that lean toward the road and are tall enough to reach the roadbed are designated for cutting.

When marked in advance, remove hazard trees or unstable live trees over 6 inches in diameter measured at 12 inches above the ground that lean toward the road and are tall enough to reach the roadbed.

203 - Removal of Structures and Obstructions

203.01_nat_us_02_25_2005

203.01 Description.

Delete and replace with the following:

This work consists of disposing of construction slash and debris, salvaging, removing, and disposing of buildings, fences, structures, pavements, culverts, utilities, curbs, sidewalks, and other obstructions.

203.04_nat_us_02_18_2005

203.04 Removing Material.

Replace the fourth and fifth paragraphs with the following:

Where part of an existing culvert is removed, remove the entire culvert upstream from the removal. The remaining downstream culvert may be left in place if no portion of the culvert is within 12 inches of the subgrade, embankment slope, or new culvert or structure; and the culvert ends are sealed with concrete. Remove structures and obstructions in the roadbed to 12 inches below subgrade elevation. Remove structures and obstructions outside the roadbed to 12 inches below finished ground or to the natural stream bottom.

203.05_nat_us_02_18_2005

203.05 Disposing of Material.

Add the following:

(e) Windrowing Construction Slash. Place construction slash outside the roadway in neat, compacted windrows approximately parallel to and along the toeline of embankment slopes. Do not permit the top of the windrows to extend above subgrade. Use construction equipment to matt down all material in a windrow to form a compact and uniform pile. Construct breaks of at least 15 feet at least every 200 feet in a windrow. Do not place windrows against trees. Obtain approval for pioneer roads. A pioneer road

may be constructed to provide an area for placement of windrows, provided the excavated material is kept within the clearing limits and does not adversely affect the road construction.

(f) Scattering. Scatter construction slash outside the clearing limits without damaging trees. Limb all logs. Place logs and stumps away from trees, positioned so they will not roll, and are not on top of one another. Limb and scatter other construction slash to reduce slash concentrations.

(g) Chipping or Grinding. Use an approved chipping machine to grind slash and stumps greater than 3 inches in diameter and longer than 3 feet. Deposit chips or ground woody material on embankment slopes or outside the roadway to a loose depth less than 6 inches. Minor amounts of chips or ground woody material may be permitted within the roadway if they are thoroughly mixed with soil and do not form a layer.

(h) Debris Mat. Use tree limbs, tops, cull logs, split stumps, wood chunks, and other debris to form a mat upon which construction equipment is operated. Place stumps upside down and blend stumps into the mat.

(i) Decking Firewood Material. Remove brush from decks. Limb and deck logs that do not meet Utilization Standards according to Subsection 201.04 as directed by the CO. Cut logs to lengths less than 30 feet. Ensure that logs stacks are stable and free of brush and soil.

(j) Removal to designated locations. Remove construction slash to designated locations.

(k) Piling. Pile construction slash in designated areas. Place and construct piles so that if the piles are burned, the burning will not damage remaining trees. Keep piles free of dirt from stumps. Cut unmerchantable logs into lengths of less than 20 feet.

(l) Placing Slash on Embankment Slopes. Place construction slash on completed embankment slopes to reduce soil erosion. Place construction slash as flat as practicable on the completed slope. Do not place slash closer than 2 feet below subgrade. Priority for use of available slash is for: (1) through fills; (2) insides of curves; and (3) ditch relief outlets.

(m) Hydrological Sensitive Placement. Where required use this method in combination with other designated methods to dispose of material to reduce erosion and to aid in re-vegetation:

1. Place windrow segments on contours, wrap in type I geotextile.
2. Place logs as log erosion barriers on contours. Place logs so that 80% of their length is on the ground surface.
3. Scatter slash on bare or disturbed areas within or outside the clearing limits as directed.
4. Scatter chips or ground woody material on bare or disturbed areas within or outside the clearing limits as directed.

Place stumps in swales or on sites to form planting pockets. Place windrow segments on contours, wrap in type I geotextile.

203.08_nat_us_02_24_2005

203.08 Payment

Add the following:

Disposal of construction slash will be compensated under the designated pay item in Section 201.

204 - Excavation and Embankment

204.05_nat_us_02_18_2005

204.05 Conserved Topsoil

Delete the entire paragraph.

204.06_nat_us_03_02_2005

204.06 Roadway Excavation

(a) General.

Add the following:

Retrieve material deposited outside of the clearing limits as directed by the CO. Place unsuitable material in designated areas.

204.06_1005_us_01_18_2005

204.06 Roadway Excavation.

Add the following:

Road pioneering, slash disposal, and grubbing of stumps may proceed concurrently with excavation. Conduct excavation and placement operations so material to be treated under Section 201 will not be incorporated in the roadway unless specifically included in the slash treatment method.

Remove snow and ice in advance of the work and deposit beyond the roadway limits in a manner that will not waste material or generate sediment. Do not incorporate snow and ice into the embankment.

Do not place snow or ice in a manner to cause damage.

During pioneering operations prevent undercutting of final excavation slopes.

204.10_1005_us_01_18_2005

R10 204.10 Embankment Construction.

Add the following:

Obtain written approval before beginning construction of embankments over 6 feet high at subgrade centerline.

(a) General.

Delete the third paragraph and add the following:

Compact embankment side slopes flatter than 1V:1.75H with a tamping type roller or by walking with a dozer. For slopes 1V:1.75H or steeper, compact the slopes using one of the following methods:

Compact slopes as construction of the embankment progresses by layer placement.

Walking embankment side slopes with a dozer.

Overbuild the fill and operating spreading equipment and **loaded** hauling equipment over the entire surface of embankment and either remove excess material to the final slope line or leave in place at no cost with written permission of CO.

204.11_nat_us_04_11_2005

204.11 Compaction.

Delete the first paragraph and replace it with the following:

For compaction according to method (a), (b), or (c), use AASHTO T 27 to determine the amount of material retained on a Number. 4 sieve. For compaction methods (d) or (e) no sieve test is required.

Add the following compaction methods:

(d) Layer Placement Method (Hauling and Spreading Equipment). Place material by end dumping to the minimum depth needed for operation of spreading equipment. Level and smooth each

embankment layer before placing the next layers. Operate hauling and spreading equipment uniformly over the full width of each layer. Construct a solid embankment with adequate compaction by working smaller rock and fines in with the larger rocks to fill the voids, and by operating hauling and spreading equipment uniformly over the full width of each layer as the embankment is constructed.

(e) Layer Placement (Roller Compaction) Method. Place material by end dumping to the minimum depth needed for operation of spreading equipment. Adjust the moisture content of the material to obtain a mass that will not visibly deflect under the load of the hauling and spreading equipment. Operate compaction equipment over the full width of each layer until visible deformation of the layer ceases or, in when a sheepfoot roller is used, the roller “walks out” of the layer. Make at least three complete passes.

204.13_nat_us_03_02_2005

204.13 Sloping, Shaping, and Finishing.

(a) Sloping.

Add the following:

Slope rounding is not required on tolerance class D through M roads.

204.13_nat_us_03_02_2005

204.13 Sloping, Shaping, and Finishing.

Delete section (d) and add the following:

(d) Finishing. For surfaced roads, remove all material larger than 6 inches from the top 6 inches of the roadbed. For all roads, finish the roadbed to be smooth and uniform, and shaped to conform to the typical sections. Remove unsuitable material from the roadbed and replace it with suitable material. Finish roadbeds to the tolerance class shown in table 204-2.

Ensure that the subgrade for both surfaced and unsurfaced roads is visibly moist during shaping and dressing. Scarify to 6 inches below the bottom of low sections, holes, cracks, or depressions and bring back to grade with suitable material. Maintain proper ditch drainage.

For unsurfaced roads, use one of the following methods to finish the roadbed:

- (1) Method A. Remove all material larger than 6 inches from the top 6 inches of the roadbed and replace with suitable material.
- (2) Method B. Use a vibratory grid roller or approved equal with a minimum weight of 10 tons. Roll at least 5 full-width passes or until visible displacement ceases.
- (3) Method C. For roads designated as Construction Tolerance Class K, L, or M, finish the roadbed by spreading the excavation. Eliminate rock berms.

Add Table 204-2—Construction Tolerances:

Table 204-2 Construction tolerances.

	Tolerance Class ^(a)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
Roadbed width (ft)	+0 .5	+0 .5	+1 .0	+1. 0	+1. 0	+1. 0	+1. 5	+1. 0	+2. 0	+2. 0	+2. 0	+2. 0	+2. 0
Subgrade elevation (ft)	± 0 .1	± 0 .2	± 0 .2	± 0 .5	± 0 .5	± 1 0	± 1 0	± 1 5	± 2 0	± 3 0	± 2 0	± 3 0	(c)
Centerline alignment (ft)	± 0 .2	± 0 .2	± 0 .5	± 0 .5	± 1 0	± 1 0	± 1 .5	± 1 5	± 2 0	± 3 0	± 3 0	± 5 0	(c)
Slopes, excavation, and embankment (% slope) ^(b)	± 3	± 5	± 5	± 5	± 5	± 5	± 10	± 10	± 10	± 10	± 20	± 20	± 20

a. Maximum allowable deviation from construction stakes and drawings.

b. Maximum allowable deviation from staked slope measured from slope stakes or hinge points.

c. Unless otherwise shown the centerline alignment and subgrade elevation, as built, have no horizontal curves with a radius of less than 80 feet, and no vertical curves with a curve length of less than 80 feet when the algebraic difference in the grade change is less than 10 percent, or a curve length of less than 100 feet when the algebraic difference of the grade change is greater than or equal to 10 percent. The centerline grade is not to exceed 20 percent in 100 feet of length.

204.14_1005_us_01_18_2005

204.14 Disposal of Unsuitable or Excess Material.

Delete the text of the first paragraph and substitute the following:

Dispose of unsuitable or excess material at designated sites or legally off of the project.

Add the following:

End haul consists of the direct loading, hauling, and placement of excess or unsuitable excavation including clearing and grubbing debris from within areas shown on drawings to designated disposal location(s). End Haul also includes all work required to prepare designated disposal location(s) prior to placement of end hauled material. Shape and dress slopes of disposed material as shown on drawings or as approved by CO.

204.15_nat_us_02_07_2007

204.15 Acceptance

Table 204-1 Sampling and Testing Requirements.

Add the following note to the table:

(2) When compaction methods (d) or (e) are used AASHTO M 145, T 99, T 180, and T 310 are not required for earth embankment test methods.

204.16_1005_us_05_04_2007

204.16 (b) Unclassified borrow, select borrow, and select topping.Add the following:

When contract quantities are designated in the schedule as method of measurement estimate the borrow excavation quantity from design data based on prism cubic yard compacted in final position, in the embankment.

The quantity of material hauled will be based on the quantity of borrow excavation shown in the schedule. Measure haul distance between the center of the material source and the center of embanked material. Compute haul by analytical methods as determined by CO.

Haul from non-designated material source requested by the Contractor will be considered haul from Contractor-furnished sources with an adjustment in contract price, in accordance with applicable contract provisions.

Haul distance from a Contractor-furnished source will be measured as the haul distance from the designated material source if the haul distance from the Contractor-furnished material source is greater than the haul distance from the designated source.

Haul distance from a Contractor furnished-sources will be measured as the haul distance from the Contractor-furnished material source if the haul distance from the Contractor-furnished source is less than the haul distance from the designated source.

205 - Rock Blasting

205.02_nat_us_05_13_2004

205.03 RegulationsAdd the following:

(e) Forest Service Manual (FSM) 6745 Explosives and Blasting Materials.

205.06_nat_us_05_12_2004

205.06 Preblast condition survey and vibration monitoring and control.Add the following:

Limit blasting induced vibrations in saturated soils or on steep slopes as designated or as directed by the CO.

Notify the owners of nearby utilities at least 24 hours before blasting.

205.07_nat_us_05_12_2004

205.07 Test Blasting.Add the following:

Test blast at all new sources, when rock type changes, and when blast layout changes due to slope or other changes.

205.08_nat_us_05_12_2004

205.08 Blasting.Delete the following:

Place a stake next to each hole with hole number and total depth drilled.

Do not stem the hole with drill cuttings.

Add the following:

(8) Halt blasting operations when any of the following conditions exist:

Precipitation exceeds 1 inch in any 24 hour period.

Precipitation exceeds 3 inches in any 96 hour period.

Precipitation exceeds 4 inches in any 144 hour period.

A landslide occurs within 300 feet of a blast site under any precipitation conditions.

209 - Structure Excavation and Backfill

209.10_nat_us_10_23_2007

209.10 Backfill.

(a) General.

Add the following:

Replace any pipe that is distorted by more than 5 percent of nominal dimensions, or that is ruptured or broken.

Do not place or backfill pipe that meets any of the following conditions until the excavation and foundation have been approved in writing by the CO:

- Embankment height greater than 6 feet at subgrade centerline.
- Installation in a protected streamcourse.
- Round pipe with a diameter of 48 inches or greater.
- Pipe arches with a span of 50 inches or greater.
- Any box culvert of structure other than pipe culverts.

(b) Pipe culverts.

(1) Pipe culverts with compacted backfill.

Add the following:

Excavate an area on each side of the pipe as needed to effectively achieve compaction requirements. Backfill without damaging or displacing the pipe. Complete backfilling of the trench with suitable material.

209.11_nat_us_02_24_2005

209.11 Compacting.

Delete the subsection and add the following:

Compact backfill using designated compaction method A, B, or C:

Method A. Ensure that backfill density exceeds the density of the surrounding embankment.

Method B. Adjust the moisture content of the backfill material to a moisture content suitable for compaction. Compact each layer using appropriate compaction equipment until visual displacement ceases. For compaction under sections 252, 254, 255, 257, 258 and 262 compact with a vibratory steel wheeled roller with a mass of at least 8 tons.

Method C. Determine optimum moisture content and maximum density according to AASHTO T 99 method C. Adjust the moisture content of the backfill material to a moisture content suitable for compaction. Compact material placed in all layers to at least 95 percent of the maximum density.

Determine the in place density and moisture content according to AASHTO T 310 or other approved test procedures.

Table 209-1 Sampling and Testing Requirements

Add the following:

(2) Compaction methods (A) and (B) do not require AASHTO T-99 or T-310 test methods for foundation fill.

209.12 Acceptance

Add the following:

Compaction methods (A) and (B) do not require sampling and testing.

212 - Linear Grading

212.00_10_us_03_17_2005

Linear Grading

Delete the entire specification and replace it with the following:

Description

212.01 This work consists of reference staking drainage structures and control points, marking clearing limits outside units, clearing and grubbing, slash treatment, excavation and embankment, including haul and end haul, erosion control, material source development, turf establishment, to construct roadways and associated features within the specified alignment and grade tolerances.

Stake according to sections 152 and FSS 152.

Develop material sources according to Section(s) 105, FSS 651 and the approved plan of operations for Pit Development.

Construction Requirements

212.02 Clearing & Disposal. Protect construction stakes and construction control markers. Remove or treat all trees, snags, downed timber, brush, and stumps within the clearing limits. Do not damage vegetation not designated for treatment.

Immediately remove slash deposited in stream courses.

Fell all dead trees that are outside the clearing limits and that lean toward the road and are tall enough to reach the roadbed.

Leave stumps outside grubbing limits with heights less than 12 inches or one-third of the stump diameter; whichever is greater, measured on the side adjacent to the highest ground. Leave felled trees outside the clearing limits in place, and treat them no further unless otherwise designated.

Utilization standards for merchantable timber are listed below. Fall and buck merchantable material into lengths not to exceed ____40____ feet. Pieces (logs) will be considered as meeting utilization standards when such pieces would have met Utilization Standards if bucking lengths were varied to include such material.

Minimum Utilization Standards

12 feet in Length

6 inches in Diameter (Inside Bark) at Small End

33-1/3 Net Scale in % of Gross for Saw log 50% Net Scale in % Gross for Utility

Do not cut vegetation less than 3 feet in height and less than 3 inches in diameter that is within the clearing limits but beyond the roadway and not in a decking area and that does not interfere with sight distance along the road.

Merchantable Timber Disposal

FSS 201.06

Unmerchantable Timber and Large Construction Slash

FSS 203.05 Method H with Method E for any slash excess to subgrade reinforcement needs

212.03 Pioneering. Do not undercut the final back slope during pioneering operations. Deposit material inside the roadbed limits or designated locations. Do not restrict drainage.

212.04 Grubbing. Within the **roadway** limits remove stumps with less than **24** inches of cover.

212.05 Roadway Excavation & Embankment. Construct the roadbeds according to the applicable requirements of Section 204 except as modified herein. Construct the roadway to the required template. Protect backslopes from being undercut. Deposit material inside the roadbed limits or designated locations. Do not restrict drainage.

Blast rock according to Section 205 and FSS 205.06 and 205.08 Rock Blasting.

Areas requiring end haul and end haul disposal areas will be identified on ground and approved in advance and will be done according to FSS R10 204.14.

Place rocks that are too large to be incorporated in the embankment outside the traveled way on the downhill side so that they will not roll, obstruct drainage, or hinder roadbed use and maintenance.

Maximum particle cannot exceed half the depth of embankment layer.

Place material by side casting and end dumping to a minimum depth needed for operation of spreading and hauling equipment and minimum depths as shown on typical cross- sections. Minimum embankment depth in areas where prepared ground surfaces are solid rock is 12 inches. Construct solid embankments with adequate compaction by working smaller rock and fines in with larger rocks to fill the voids.

Produce and use borrow material from **approved sources**, and remove and treat unsuitable or excess material.

Operate loaded hauling and spreading equipment uniformly over full width of each layer.

Leave slopes that are to be seeded in a roughened condition.

Use a crawler tractor with a dozer blade to shape and finish the roadbed. Provide for drainage of surface water, unless otherwise designated. Do not permit individual rocks in the roadbed to protrude more than 4 inches above the subgrade. A motor grader finish is not required.

Do not encroach on stream channels, wetlands, or extend beyond right-of-way or easement limits. Do not make alignment or profile grade adjustments that adversely affect drainage. Construct the roadbed within the following grading tolerances:

(a) Alignment (centerline). Alignment may be shifted a maximum of 20 feet slope distance left or right of the planned centerline. Proposed realignments greater than 20' slope distance must be approved in writing prior to start of construction. Do not construct curves with radii less than 80 feet. Compound curves are permitted. Traveled way tolerance is (+) 2 feet unless otherwise designated.

(b) Profile grade. Profile grade may be shifted a maximum of 5 feet up or down from the plan elevation provided the new grade tangent does not vary more than 2 percent from the plan grade tangent. Connect revised forward and back grade tangents with a uniform vertical curve consistent with the criteria.

212.06 Drainage. Install culverts and other drainage structures according to Section 602, 571, 572 and Section 209.

212.07 Erosion Control. Install erosion control measures and seeding according to the drawings and Sections 157 and 625.

212.08 Acceptance. Linear grading will be evaluated under Subsections 106.02 and 106.04. Clearing and slash and timber treatment will be evaluated under Sections 201 and 203.

Measurement

212.09 Measure the Section 212 items listed in the bid schedule according to Subsection 109.02 and the following.

Do not measure changes in the clearing and grubbing quantity caused by alignment adjustments under Subsection 212.04.

Payment

212.10 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 212 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

251 - Riprap

251.01_10_us_04_05_2006

Description

Delete the first sentence and add the following:

251.01 This work consists of furnishing, hauling and placing of riprap for bank protection, slope protection, drainage structures, erosion control, stream simulation, and other locations shown on the plans.

Material

251.02 Add the following:

When shown on the plans stone from the project site may be utilized.

303 - Road Reconditioning

303.01_nat_us_03_02_2005

303.01 Work.

Delete and add the following:

This work consists of reconditioning ditches, shoulders, roadbeds, cattleguards, asphalt surfaces, and aggregate surfaces.

303.05_10_us_05_23_2005

303.05 Road Reconditioning

Delete the 4th sentence and replace with:

Remove surface irregularities, and shape to provide a uniform surface.

303.10_10_us_05_23_2005

303.10 Measurement

Modify the third paragraph as follows:

Measure road reconditioning, aggregate surface reconditioning, roadway reconditioning, and pulverizing by the mile, station, foot, or square yard. Measure horizontally along centerline of roadway. Measure the square yard area on horizontal plane. Do not measure isolated areas less than 20 square yards.

303.11_nat_us_03_29_2005

303.10 Measurement

Modify the second paragraph as follows:

Measure ditch reconditioning and shoulder reconditioning by the mile, station, or foot horizontally along the centerline of the roadway for each side of the roadway.

571 - Prefabricated Bridges

571.00_1005_us_06_07_2007

Description

571.01 This work consists of designing, fabricating, delivering, and installing prefabricated modular bridge superstructures; or transporting and installing Government-furnished prefabricated, modular superstructures and components; or repairing Government-furnished prefabricated, modular superstructures. The work also includes constructing curbs and railings, caps, bearings, and abutments, including excavation and backfill, anchoring bridge superstructures to abutments as required, riprap, and backwalls.

Materials

571.02 Requirements. Furnish materials that meet the requirements specified in the following sections:

Structural Concrete	552
Prestressed Concrete	553
Reinforcing Steel	554
Steel Structures	555
Bridge Railing	556
Timber Structures	557

Painting	563
Paint	708
Material for Timber Structures	716
Structural Metal	717

Concrete compressive strength; structural steel tensile strength, finish and designation; timber species, grade, and treatment; and other material specifications shall be as required or if not listed in the contract documents, take them from the manufacturer's drawings, and submit to the CO for approval prior to fabrication.

Provide a System 3 or galvanized protective coating on steel members according to sections 563 and 708.

Provide pressure treated timber that is Douglas Fir or Western Larch. Except for the wearing surface, treat timber according to Section 716.03.

Provide wearing surface timber that is Douglas Fir, Western Hemlock, Alaska Spruce, Alaska Hemlock, or Alaska Yellow Cedar.

Construction Requirements

571.03 General. Fabricate the prefabricated steel bridge in a fabrication plant that is currently certified for Major Steel Bridge (CBR), under the American Institute of Steel Construction (AISC) Quality Certification Program. Fabricate fracture-critical elements in accordance with AASHTO "Guide Specifications for Fracture Critical Non-Redundant Steel Bridge Members."

571.04 Design Requirements. Design in accordance with AASHTO "Standard Specifications for Highway Bridges" most recent edition. Design for additional load configurations shown in Figure 1.

When design of the structure is required, submit plans and calculations signed by a professional engineer registered in the state where the bridge will initially be located or in the state where the fabricator's offices are located.

Consider temporary loads due to handling and erection.

Consider Southeast Alaska's moist climate and high potential for wood decay and steel deterioration.

Use durable materials to allow removal, transportation, and re-installation using typical forest logging or construction equipment. Use design techniques and fabrication methods to minimize field installation difficulties. Fabricate primary components from steel.

Unless components are furnished by the Government, furnish prefabricated, modular bridge superstructure components complete and in place, including deck, and railing when required, to form a bridge superstructure capable of supporting traffic as soon as construction of approaches is complete. Include all incidental materials required to provide a complete structure ready for use.

Rig main superstructure components with permanent lifting devices to facilitate efficient installation and removal of these items using typical forest logging or construction equipment. Place lifting devices so as not to interfere with traffic.

Design continuous spread or sill type footings between points of superstructure bearing. Provide 5 ft depth of suitable excavated material under the footing and do not exceed 5 kips per square foot of footing-soil contact pressure exerted on the base material, other than solid bedrock. Footing material to

be pressure treated wood, glulam, or precast concrete. Native log sills are acceptable if allowed in the contract. Place the front edge of the footing three feet (minimum) back from the top edge of the embankment slope on which it bears. Do not locate the riprap bank protection in this three foot setback. Place footings on a 6 inch layer of crushed aggregate which meets the requirements of the State of Alaska, Standard Specifications for Highway Construction 1998, Table 703-2, grading D1. Extend this leveling course 8 inches (minimum) beyond the edge of the footing.

Design backwalls and wingwalls to retain roadway fill material across the full width of the roadway prism at a slope of 1 vertical to 1.5 horizontal. Extend backwalls to the bottom of the footing. Provide pressure treated wood or precast concrete backwalls. Native log backwalls are acceptable if allowed in the contract.

Provide an untreated timber wearing surface for each longitudinal component. Provide wearing surface planks 3 inches to 4 inches in nominal thickness; 12 inches in nominal width. Extend the wearing surface full length and full width from curb to curb. For bridges installed in a permanent location extend the wearing surface over the top of the backwall. Orient the wearing surface planks parallel to the longitudinal axis of the roadway and offset the longitudinal joints of the wearing surface over the longitudinal joint of the two main bridge components. Install at least one plank after connection of the two components to cover the center joint. Do not locate plank attachment hardware within or above the top ¼ inch of the wearing surface plank. Provide plank attachment hardware that does not extend below the bottom of the deck planks.

When a curb only system is required, top of curb shall be 15 inches above the top of the wearing surface.

If bridge and approach railing are required, design a bridge railing and approach railing system for 50% of AASHTO rail loading (low volume, single lane bridges). Include in the design proper bridge railing, bridge/approach railing transitions, approach railing, and approach railing terminal sections.

The following modular bridge designs (with curb only) are approved for use in Region 10.

If bridge and approach railing are required, the Contractor is responsible for bridge railing and approach railing design for all bridges.

Hamilton Construction Company
P.O. Box 659 541-746-2426 (voice)
Springfield, OR 541-746-7635 (fax)
www.hamil.com

Bridge lengths of 30, 40, 50, 60, 70, and 80 feet have been approved by Region 10, US Forest Service.

Big "R" Manufacturing and Distributing Company
P.O. Box 1290 1-800-234-0734 (voice)
Greeley, CO 80632 1-970-356-9621 (fax)
www.bigrmfg.com

Bridge lengths of 10, 20, 30, 40, 50, 60, 70, 80, and 90 feet have been approved by Region 10, US Forest Service.

571.05 Design Drawings. When furnishing a prefabricated bridge superstructure, submit design drawings, calculations, or shop drawings at least 21 days in advance of the start of fabrication to allow time for review and correction of any changes and approval by the CO. Include plan, elevation, and

section views of the modular bridge superstructure, dimensions of all components, welding and connection details, and general and specific notes regarding design and construction.

When Government-furnished prefabricated bridge superstructure components are specified, material lists, installation information, and manufacturer's instructions will be furnished by the Government.

571.06 General. Perform excavation, backfill, and embankment work according to sections 204 and 209.

Dispose of all debris resulting from operations according to section 203.

571.07 Performance. Notify the CO at least 14 days before delivering the bridge.

If the prefabricated superstructure is not installed immediately upon delivery to the project site, provide appropriate equipment and labor to unload and stack, support, and store all material at the delivery point. Support and stack all components to prevent damage. Furnish and install blocking to support all components at least 12 inches above the ground.

Furnish all tools, devices, special equipment, and material needed for installation in well-marked watertight containers suitable for long-term, outdoor storage.

571.08 Abutments and Approaches. Construct required caps, bearing, abutments, and backwalls according to Division 500. Construct approaches including excavation and backfill according to sections 204 and 209. Construct riprap according to section 251.

Excavate to a depth of 5 feet below the substructure and backfill with suitable excavated material.

571.09 Contractor-Furnished Prefabricated Bridge Superstructure. Furnish the following items for approval prior to delivery of the bridge component:

- (a) Supplier or inspection agency certification of wood species and grade of all timber and a conformance certificate for all sawn and glued laminated members.
- (b) Certification by an approved third party inspection agency of wood treatment, listing method of treatment, type of preservative, retention, and penetration. Supplier certification is permitted if each piece is stamped or branded with a legible American Wood Preservers Bureau quality mark.
- (c) Certification from the producer of the treated wood that the "Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments" published by the Western Wood Preservers Institute were utilized. Conformance to these standards to be certified in writing by a third party inspection or by the presence of the BMP Certification Mark. www.wwpinstitute.org
- (d) Certification of structural steel, fasteners, and hardware.
- (e) Certification of galvanizing process used.
- (f) Steel fabricator certification that steel fabrication and quality control meet the requirements of the AISC Code of Standard Practice; and that all welding meets the requirements of ANSI/AASHTO/AWS D 1.5 Bridge Welding Code.
- (g) A complete list of all bridge components, hardware, and fasteners.
- (h) Complete instructions and drawings. Provide drawings that are black line, of reproducible quality, on 11 inch x 17 inch media. Furnish the same information in an approved electronic format.

Mark the end of each major component of the bridge superstructure with the same permanent serial number in a location that is clearly visible, both when stacked in storage and erected at the site.

Assemble bridge superstructure prior to delivery to assure proper fit-up of all components. Notify the CO of the assembly 2 weeks before assembly.

571.10 Government-Furnished Prefabricated Bridge Superstructure. For Government-furnished prefabricated bridge units, transport all material from the storage site(s) to the bridge site, and install the superstructure complete and in place, including connection of all girders, diaphragms, railings, panels, transoms, and other elements. Install the substructure complete and in place including suitable material for fill, crushed aggregate bedding, sills, backwall, and riprap.

Upon taking possession of the Government-furnished units at the storage site, assume liability for damage resulting from handling, transporting, or erecting the units in place, until final acceptance of the project.

571.11 Non-pressure Epoxy Grout Anchors. Furnish non-pressure epoxy grout to cement anchor dowels and bolts. At least 15 days prior to use submit for approval manufacture's test information on the non-pressure epoxy grout proposed for use.

Immediately prior to placing dowels or bolts, clean drill hole of dust and other material. Fill hole halfway with grout. Insert dowels by rotating it though one complete turn while tapping it down. Insert bolts according to manufacture's instructions. If necessary add more grout to fill the hole.

571.12 Acceptance. Furnish a production certification for timber, including glued-laminated lumber, structural steel, and fabricated steel. Furnish a certification for all wood treatment, fasteners, hardware, galvanizing processes, and non-pressure epoxy grout.

Measurement

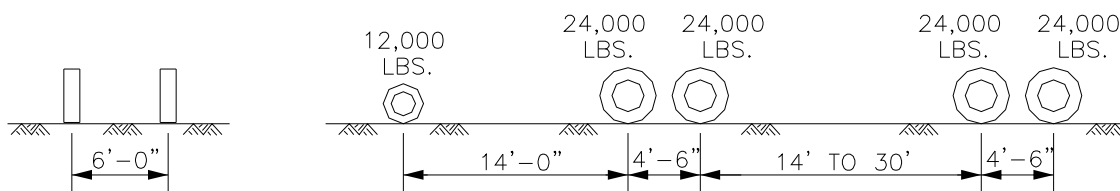
571.13 Measure the Section 571 items listed in the bid schedule according to Subsection 109.02.

Payment

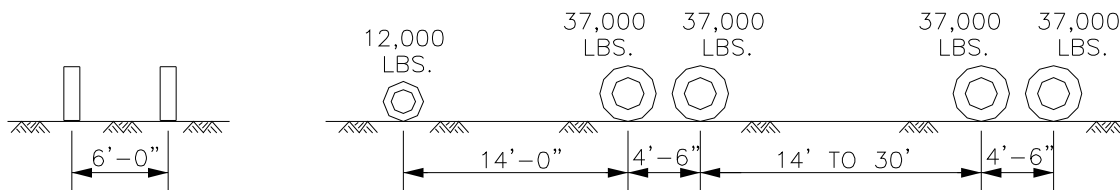
571.14 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 571 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

ALASKA REGION
OFF-HIGHWAY DESIGN VEHICLES
AXLE LOADS

U54 TRUCK — G.V.W. = 54 TONS
HIGHWAY LOG TRUCK
INVENTORY LOAD



U80 TRUCK — G.V.W. = 80 TONS
OVERLOADED HIGHWAY LOG TRUCK
OPERATING LOAD



L90 TRACKED LOADER — G.V.W. = 90 TONS



FIGURE 1

572 - Log Stringer Bridges

572.00_1005_us_05_12_2006

Description

572.01 This work consists of building log bridges and log culverts, including abutments, piers, and superstructures and associated excavation and backfill.

Materials

572.02 Conform to the following Sections and Subsections:

Geotextiles	714.01
Timber Structures	557
Wire Rope	709.02
Structural Concrete	552
Reinforcing Steel	554

572.03 Logs. Use designated trees for logs. Use logs used for stringers that are of the correct species and within the dimensional tolerance. Use high quality logs, that are straight, sound, and free of windshake, decay, or excessive twist (spiral grain with a slope of grain relative to the longitudinal axis of the log exceeding 1 in 8). Ensure that knots in the middle half of the stringer length do not significantly affect structural capacity. Obtain approval for all logs to be used in the structure.

572.04 Timber & Lumber. Furnish structural lumber and timber that meets the required species, grades, and dimensions.

572.05 Aggregate. Furnish aggregate for crib abutments, decking, or surfacing.

Construction Requirements

572.06 General. Perform clearing and grubbing according to Section 201. Perform excavation and embankment according to Section 204. Perform structure excavation and backfill according to Section 209.

Handle all logs and timber carefully to prevent damage to the wood.
Dispose of all debris and excess material at approved locations.
Construct abutments and piers as required.

572.07 Performance. Construct bridge superstructures and substructures as required with attention paid to erection, fit-up, and connection. Obtain written approval for all deviations from the plans.

When specified, place timber caps to obtain even and uniform bearing over the tops of supporting posts or piles and with post and pile ends in true alignment. Secure all caps.

Match stringers for size at the bearings and place them in position so that the crown is up. Alternate stringers butt to tip. Locate any knots that may affect the strength of the member in the top portion of the stringer. Lash stringers together with wire rope as required.

Cut stringers to length with a square cut. Cut or hew the bottom surface of the small end of the stringer logs only to the depth necessary to achieve the required bearing area. Block or shim tip ends that are smaller than the largest tip and shim or block as necessary to provide uniform bearing area.

Notch all crib logs together, including face logs, tie logs, and anchor logs and drift pin all connections. Place geotextile and aggregate to construct a running surface.

Measurement

572.08 Measure the Section 572 items listed in the bid schedule according to Subsection 109.02 and the following:

Measure untreated and treated timber and lumber by the board feet of timber and lumber in place in the completed structure. Compute the quantities from nominal cross section dimensions and actual lengths. Measure log stringer bridge by the linear foot from center of sill log to center of sill log.

Payment

572.09 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 572 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

602 - Culverts and Drains

602.03_nat_us_09_06_2005

602.03 General.

Add the following:

Ensure that the final installed alignment of all pipe allows no reverse grades, and does not permit horizontal and vertical alignments to vary from a straight line drawn from center of inlet to center of outlet by more than 2 percent of pipe center length or 1.0 feet, whichever is less.

602.05_1005_us_08_01_2005

Delete the second paragraph and replace with the following.

Join pipe sections together with coupling bands according to AASHTO M 36 or M 196. Limit the use of bell and spigot joints to slopes of 10% or less. Limit the use of bands with projections (dimpled) to slopes of 15% or less.

625 - Turf Establishment

625.00_1005_us_01_18_2008

625.03 General.

Delete the entire subsection and add the following:

Apply temporary turf establishment to cut & fill slopes within fourteen (14) days after each 2000 foot section of road has been constructed to final grade, unless otherwise agreed by the CO. Cut & Fill slopes damaged by construction activities shall be reseeded within ten (10) days of the damage. See FP section 157.04 (d) for exceptions.

Apply turf establishment to finished slopes and ditches between April 15 and September 15.

Do not seed during windy weather or when the ground is excessively wet, frozen, snow covered, extremely dry, cloddy, hard pan, or is otherwise not friable.

Application Methods for Seed, Fertilizer, & Limestone

"Furnish the kinds of seed and the amounts to be applied in terms of pure live seed as follows:

Seed mixture contains no more than 0.01% of other seed whether identified or not.

<u>Kind of Seed</u>	<u>Live Seed (Lbs/Acre)</u>
1. * Boreal Red Fescue _____ (Festuca Rubra, Boreal variety)	_____10_____
2. Annual Ryegrass _____ (Lolium multiflorum)	_____10_____
3. * Arctared Fescue _____ (Festuca rubra, Arctared variety)	_____5_____
Total	_____25_____

- * If Boreal Red Fescue or Arctared Fescue is unavailable Fawn Tall fescue may be substituted. If Fawn Tall Fescue is unavailable, then the amounts of the available two may be adjusted to 100%.

Determine the pounds of seed to be furnished per acre by dividing the pounds of pure live seed required per acre by the product of the percent purity and percent germination.

Example 5 lbs. pure live seed/acre = _____, commercial

0.90 x 0.85

seed per acre; purity = 90% and germination = 85%

Apply seed by the ____dry or hydraulic method____. Fertilizer shall be applied at a rate of 200 pounds plus 103 for urea at pounds per acre in _____all_____ applications by the _____dry or hydraulic_____ method and have a chemical analysis as listed below:

<u>Nutrient</u>	<u>Percent</u>
Nitrogen, N	_____10_____
Phosphorus, P ₂ O ₅	_____20_____
Potassium, K	_____10_____
Nitrogen, Urea	_____46_____

Retest Germination after 6 months of Purchase.

Apply mulch when specified at a rate of 1205 pounds per acre by the hydraulic method only.

625.04 Preparing Seedbed.

Delete entire Subsection

625.05 Watering.

Add the following:

During dry soil conditions,

625.11 Measurement.

Delete the second paragraph and add the following:

Seeding and mulching acreage by the acre on ground surface will not be measured for payment. The Contract Quantity for seeding and mulching will be determined by approved designs or averages from design segments included in quantity tables utilized in linear grading pay item.

651 - Development of Pits & Quarries

651.00_1005_us_01_18_2005

Description

651.01 This work consists of clearing, grubbing, stripping topsoil, removing overburden, constructing access roads, conducting restoration activities, and performing other incidental work required for pit or quarry development.

Construction Requirements

651.02 General. Submit a plan of operations according to Section 105. Perform all work in accordance with Sections 105, 201, 203, 204, 205, 625, and 635, landscape preservation requirements, and the approved pit and quarry development plan of operations. Perform the work in accordance with MSHA 30 CFR, part 56.

Confine blasted material and overburden within the designated clearing limits. Unless otherwise approved by CO, retrieve all material which falls outside the designated clearing limits and either incorporate it into the work or stockpile it in designated areas.

Access Roads. Construct or recondition access roads to the pit or quarry as specified in Section 204 and 303, and as SHOWN ON THE DRAWINGS.

651.03 Acceptance. Developing pits and quarries will be evaluated under Subsections 106.02 and 106.04.

Measurement

651.04 Measure the Section 651 items listed in the bid schedule according to Subsection 109.02.

Payment

651.05 The accepted quantities will be paid at the contract price per unit of measurement for the Section 651 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

SECTION D--PACKAGING AND MARKING

D.1 Project Labeling for Official Correspondence

The Government singularly identifies each project with a contract number at time of Award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

SECTION E--INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

F.2 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365** days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 Administration

- (a) **CONTRACTING OFFICER'S REPRESENTATIVE.** The Contracting Officer will designate a representative, hereinafter referred to as the Contracting Officer's Representative (COR) or, alternatively, as the Engineer, who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designation will be furnished to the Contractor before or at the prework conference. The Contractor is cautioned to read the COR designation because certain authority under the contract is reserved solely for the Contracting Officer. The term "Contracting Officer" as used throughout the contract shall be interpreted to include the Contracting Officer's designated representative(s) acting within the limits of their delegation of authority.
- (b) **CONTRACTOR'S REPRESENTATIVE.** Any representative of the Contractor shall be designated in writing. The designation shall clearly indicate the name and limitations of authority, if any, of the representative.

G.2 AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award or pre-work conference with the successful offeror is required. It will be scheduled within a reasonable time after award and prior to the issuing of a Notice To Proceed.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 AGAR 452.236-73 ARCHAEOLOGICAL OR HISTORIC SITES (FEB. 1988)

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H.2 ORDER OF PRECEDENCE - REQUIREMENTS, SPECIFICATIONS, DRAWINGS

Resolve any inconsistencies in the Specifications of this solicitation and any resultant contract by giving precedence in the following order:

- (a) Section H - Special Contract Requirements
- (b) Special Project Specifications (Latest date highest precedence)
 - 1. Tongass NF. Special Project Specifications
 - 2. Region 10 Special Project Specifications
- (c) Standard Specifications
- (d) Drawings
 - 1. Drawings, figured dimensions over scaled dimensions
 - 2. Drawings, large scale contract drawings over small scale contract drawings
 - 3. Schedules on contract drawings over any conflicting notations on contract drawings.
 - 4. Shop Drawings - (The term "Shop Drawings", includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.)

H.3 LANDSCAPE PRESERVATION

- (a) Confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Unless otherwise agreed to by the CO, retrieve material which falls outside of these limits and either incorporate the material in the work or dispose of the material as directed by the CO.

- (b) Schedule and conduct operations to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.). Install silt fencing around areas immediately next to streams and ponds to mitigate suspended sediments when designated on the drawings.

Do not discharge pollutants such as raw sewage, and other harmful materials into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Do not allow wash water or waste water from concrete or aggregate operations to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Collect and return waste motor oils, fuels, lubricants, bitumens and similar hydrocarbons to the supplier. Comply with the requirements of 40 CFR 279, Standards for the Management of Used Oil. Do not discharge hydrocarbon products on the ground, use them for road oiling, or bury them in a landfill.

Do not operate mechanized equipment in live streams without written approval of the Contracting Officer.

- (c) CREEK CROSSINGS: Schedule and conduct bridge and instream work to minimize disturbance to streams.
1. Do not cross streams without Contracting Officer approval.
 2. Submit a written equipment crossing plan to the Contracting Officer for approval 14 calendar days before creek crossing is planned. Two machine crossings will be permitted between June 1 and Sept 1 for the site located at MP 13.88 designated on the drawings as fish stream. Outside of this time period, no machine crossings will be permitted if fish eggs are present in the gravel or adult fish are present in the stream; unless a crossing variance is obtained.
 3. Limit machine crossings for all live streams not designated on the drawings as fish streams with pipes 48" and larger to be installed.

Obtain necessary permits for floating camps, floats, shore ramps, and other appurtenances associated with project operations from the following State of Alaska and Federal Agencies:

1. ADNR - Alaska Department of Natural Resources.
2. ADEC - Alaska Department of Environmental Conservation.
3. ADGC – Alaska Department of Governmental Coordination.
4. EPA – US Environmental Protection Agency.
5. DA, COE – US Army Corps of Engineers.
6. USCG – US Coast Guard.

H.4 USE OF PREMISES

- (a) Obtain written approval from the Contracting Officer before opening or operating on National Forest land or lands administered by the Forest Service any camp, quarry, borrow pit, storage area, detour, or bypass site, other than SHOWN ON THE DRAWINGS. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor. Such approval, if granted, will be without charge to the Contractor.
- (b) Sanitation Facilities: Provide and maintain the following facilities for the work force at the camp, unless provided otherwise.
 - 1. Meet State of Alaska drinking water regulations 18 AAC 80 regarding potable water supplies for drinking, washing and cooking.
 - 2. Comply with State of Alaska wastewater disposal regulations 18 AAC 72 for domestic sewage.
 - 3. Ensure that the design, operation, and maintenance of all solid waste systems under Forest Service jurisdiction meet all Federal, State, and local requirements. Meet State of Alaska solid waste management regulations (18 AAC 60) and Federal regulations contained in 40 CFR 243, 40 CFR 245, 40 CFR 257, and 40 CFR 258. Remove solid wastes and/or residues and dispose of in approved commercial landfills.
 - 4. Meet the requirements of 40 CFR 112 (Oil Pollution Prevention) for fuel storage. Meet the requirements of 33 CFR 150 and 33 CFR 154 for facilities transferring oil or hazardous materials in bulk.
- (c) Do not begin any camp development, either land based or floating, until a plan for development, occupation, and cleanup is submitted and approved by the Contracting Officer. Include the following information on this plan:
 - 1. Location and size of the proposed camp development, including a map.
 - 2. Wastewater system.
 - 3. Number of people who will use the site and proposed dates of occupancy.
 - 4. Power supply system.
 - 5. Water supply system.
 - 6. Building layout, shop area, living quarters.
 - 7. Road and trail layout.
 - 8. Clearing limits and slash disposal locations.
 - 9. Borrow areas.
 - 10. Dock and access location.
 - 11. Equipment and fuel storage area and Spill Prevention Control and Countermeasure (SPCC) plan.
 - 12. Incinerator location and ash disposal plan.

Forest Service will review plan as submitted for completeness and applicability. Proposed modifications of Contractor's plans will be discussed with the Contractor prior to approval. Any modifications agreed upon will be incorporated in a revised set of plans.

H.5 CONTRACTOR'S USE AND MAINTENANCE OF EXISTING ROADS

The Contractor is authorized to use roads in the immediate construction project area for performance of work under this contract. Such roads are those which are necessary for direct access to designated borrow sites, quarries, stockpile sites, waste areas, campsites, equipment unloading ramps, and other approved work areas. The roads authorized for use will be subject to the following general conditions:

- (a) Federal Regulations contained in 36 CFR 261.12; except vehicle weight will not exceed that of AASHTO HS20-44 and/or U80 Loading. Submit written requests to the CO for approval to use L90 and U102 overload Loadings on roads authorized for use. Regulations prohibit damaging a road or blocking a road open to use by others, except as otherwise provided in Special Project Specification 104.
- (b) The Government will not snowplow roads for the Contractor's use. The Contractor may snowplow any road designated for his use. A permit defining snowplowing requirements is required and will be issued by the District Ranger, upon request by the Contractor. Repair any damage to the road structure caused by snow removal operations. Vehicles, other than conventional over-the-snow vehicles (snowmobiles), will not be permitted to use roads when there is an average of more than 4" of snow unless the road has been snowplowed.

The Contractor is responsible for and will perform road maintenance on Forest Service roads in the construction area commensurate with his use. Perform road maintenance at such intervals that prevent deterioration of the roadway, or as directed by the Contracting Officer.

H.6 ROAD MAINTENANCE REQUIREMENTS

Perform road maintenance work on the required roads in accordance with the following:

- (a) Maintain existing roadbed by blading and shaping the traveled way and shoulders. Do not undercut banks. Maintain established drainage structures and/or berms, and place additional drainage structures/berms where necessary to protect embankments.
- (b) Perform all seasonal weather cleanup, including removal of bank sloughs, minor slides and fallen timber, which can be accomplished by a motor patrol grader equipped with a front end blade, or comparable equipment, and by the use of hand tools. Replace material eroded from fill slopes and clean out drainage ditches and culverts subject to the above equipment limitations.

Deposit the material removed from slides or other sources in locations approved by the Contracting Officer.

H.7 EMERGENCY CONTROL

- (a) Immediately extinguish without expense to the Government all fires on or in the vicinity of the project which are caused by the Contractor's employees, whether set directly or indirectly as a result of construction operations, with or without direction by the Forest Service. The Contractor

may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government resulting from fires set or caused by Contractor's employees or resulting from construction operations.

- (b) Contractor's Responsibility for Controlling Other Emergencies - When requested by the Contracting Officer, allow the Forest Service to temporarily use employees and equipment for emergency control work. Payment will be made at not less than the current area rate established by the Forest Service.
- (c) Fire fighting equipment will be required during the fire season from May 10 to August 31, and during any other period of fire danger designated by the Contracting Officer.

Furnish rust-free fire tools to equip all workers employed in Contractor's operations at each separate work site. Maintain tools in serviceable condition and keep tools in one or more weather-tight fire tools boxes. Paint fire tools boxes red, mark "tools for Fire Only" with letters at least 3" high, and keep sealed. Post a list of the contents inside each fire tool box so as to be visible when opened.

Kind of Tool	No. of People Working in Area			
	<u>1-4</u>	<u>5-9</u>	<u>10-15</u>	<u>16-20</u>
Axe, d.b chopping, 32-inch min. handle	1	1	2	3
Shovels, L.H. R.P., No. 0 or larger	1	3	6	7
Pulaski, 32-inch min. handle	2	3	7	10
File, 10-inch mill bastard	1	1	1	2
Pumps, backpack cans, 5-gal filled with water	1	2	2	3

Equip each internal combustion engine with a spark arrester qualified and rated USDA-Forest Service, Standard 5100-1, unless it is:

- (a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (b) A multi-position engine, such as on a chain saw, which is equipped with screen arrester, as described in the Forest Service Spark Arrester guide.

A spark arrester, which does not meet the requirements in this guide may be approved upon submission of acceptable proof that the arrester is at least 80 percent efficient in retention, attrition, or destruction of carbon particles. Such arrester may be required to meet higher standards as improvements in design and efficiency are discovered.

- (c) A passenger-carrying vehicle or light truck intended primarily for use on roads, and equipped with a factory designed muffler and exhaust system.
- (d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Properly install and constantly maintain in serviceable condition all exhaust equipment described in this Subsection, including spark arresters and mufflers.

Equip each unit of mobile or stationary power equipment, including trucks, with one shovel, and at least one fire extinguisher meeting one of the following specifications:

1. 2-1/2 pound size or larger dry chemical type.
2. 4-pound size or larger carbon dioxide type.

Test or check each extinguisher for proper functioning prior to the beginning of fire precautionary period.

Provide each gasoline power saw with one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight. Maintain the extinguisher in good working order at all times.

Do not burn camp refuse, brush, slash, or debris such as that resulting from clearing around camps or on rights-of-way, without the written approval of the Contracting Officer. Submit written requests for burning to the Contracting Officer at least 48 hours in advance of intended burning. The Contracting Officer will approve routine camp refuse disposal incineration in the camp development proposal.

H.8 CONSTRUCTION STAKES, LINES, AND GRADES

Contractor's Responsibilities: {Roads }

Perform all construction staking in accordance with the requirements of Section 152 except for the following item(s):

The Government will mark the clearing limits around rock borrow sources on National Forest Land and provide initial centerline and reference controls to establish road alignment and timber structures. Additional staking required by, and installed by, the Contractor will be incidental to the construction of the pay item.

H.9 PROSECUTION OF WORK

Embankment depth shall be as SHOWN ON THE DRAWINGS or determined by the Contracting Officer. Reestablish design centerline grade and alignment in accordance with Section 152 as construction progresses, and prior to the placement of borrow excavation. Reestablished design grades may be re-staked by the Contracting Officer to meet local conditions. Final grades may be at elevations other than those SHOWN ON THE DRAWINGS, but in no instance will they be lower than that of the surrounding ground elevations. When directed by the CO, return to previously constructed road or trail embankments and place additional borrow material where subsidence has occurred as a result of construction traffic displacing unstable or weak soil underlying the roadway.

Linear Grading reflects estimated borrow excavation volumes, based on previous designs including additional material for anticipated subsidence. The estimated quantities may vary locally depending on extent of subsidence or the condition of the existing road (ground for trail). Payment for additional

material placed in areas of subsidence is included in the appropriate Borrow Excavation pay item in the Schedule of Items.

H.10 DISPOSAL OF MERCHANTABLE TIMBER

All timber meeting Forest Service merchantability standards logged during prosecution of this contract, remains the property of the Government. Deck logs in the immediate vicinity in accordance with Section 201 of the specifications.

Buck trees in various lengths to obtain the greatest utilization of material meeting the following utilization standards. The Minimum merchantable piece shall be 6" in diameter inside bark at small end, 12 feet in length, have a net scale of $33 \frac{1}{3}$ percent of its gross scale for a sawlog or produce not less than 50 percent of its gross volume in firm usable pulp chips.

Trim allowance shall be a maximum of 12" for log lengths up to 40 foot. An additional 2" of trim shall be allowed for each 10 foot of log length over 40 foot.

Use humbolt undercut in felling merchantable timber. Buck all limbs flush with merchantable logs.

All dead trees which are sufficiently tall to reach the roadbed are designated for cutting. Fell other fire-dangerous dead trees or unstable live trees within 200 foot slope distance of the center line of the road, when marked by the Forest Service. Treat all timber under this subsection meeting utilization standards in accordance with Specification 201 Subsection 201.04, unless relieved in writing.

Cut and use timber designated by the Contracting Officer for construction, without charge.

H.11 LOCAL MATERIAL SOURCES

Designated rock sources for this project are shown on sheet 11 of the Drawings:

Road 2160000 MP 8.53

Road 2160000 MP 11.07

Road 2160000 MP 12.61

Road 2160000 MP 14.05

Road 2160800 MP 0.80

Submit a development plan to the CO for approval prior to commencing any development activities.

H.12 MARINE ACCESS FACILITY OIL RELEASE RESPONSE MEASURES

Furnish the following items to the project site prior to excavation activities as an oil spill/release contingency kit. Maintain equipment/tools in serviceable condition and keep equipment/tools in one or more weather-tight boxes marked "Oil Spill/Release Use Only" with letters at least 3 inches high, and keep sealed. Post a list of the contents inside each box so as to be visible when opened. Items are to be ready for deployment either in the event of a discharge of petroleum products or to contain a release of oil from contaminated soils disturbed by construction activities:

400 lineal feet 8-inch oil only boom
400 lineal feet pom pom on rope
100 18-inches x 18-inches absorbent pads, oil only
1,500 lineal feet ½-inch diameter poly rope
5 40-pound anchors
5 12-inch diameter buoys
100 30-gallon heavy duty garbage bags for used absorbents
Skiff, motor and operator for marine duty, fueled and in working condition

Immediately deploy materials for oil containment in the event of an oil spill or release, and notify the Contracting Officer of the deployment in accordance with Section 107.

Reimbursement for deployment of oil spill/release materials shall be as follows:

- a. Oil Spills/releases caused by negligent or improper actions of Contractor's employees shall be contained without expense to the Government.
- b. Oil Releases resulting from disturbance of oil-contaminated materials encountered during normal contract-required activities not caused by negligence on the part of the Contractor shall be contained at Government expense. Contractor will be compensated for the deployment of the items at the contract wage rates for General Laborer and/or Power Equipment Operator for the actual hours used for the deployment of the oil spill containment materials, and compensated for the materials expended in the deployment at the prices for purchase of similar materials prevailing at the time of the spill.

H.13 OPTIONAL ITEMS

Except when it is determined in accordance with FAR 17.206(b) not to be in the Governments best interests, the Government will evaluate offers for award by adding the total price for all options to the total price for basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

The contractor is to provide all information required in Section B of the solicitation (Supplies or Services Prices/Costs) for all items listed in the base contract and all items listed in the optional work.

The government will provide the contractor with a thirty day written notice of intent to execute the optional item(s). Government reserves the right to exercise the optional item(s) until July of 2009. The Government may elect to exercise any or all of the options at the discretion of the Contracting Officer. Any option that the Government elects to exercise will include all the work listed under that option.

When the Government exercises optional work, the price provided by the contractor at time of solicitation is the contract price for that work. The Contracting Officer will modify the Contract Completion Date to extend the date as follows:

Option 1 – 16 calendar days
Option 2 – 16 calendar days
Option 3 – 20 calendar days

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation (JUN 1999)
52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) (<i>Applicable if > \$1 Million</i>)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages --Subcontracting Plan (JAN 1999) (<i>Applicable if > \$1 Million</i>)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
52.222-6	Davis-Bacon Act (JUL 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JUL 2005)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)

- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
- 52.222-50 Combating Trafficking in Persons (AUG 2007)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-11 Pledges of Assets (FEB 1992)
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999)
- 52.228-15 Performance and Payment Bonds – Construction (NOV 2006)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-17 Interest (JUN 1996)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (SEP 2005)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by The Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-16 Quantity Surveys (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-4 Changes (JUNE 2007)
- 52.244-6 Subcontracts for Commercial Items (MAR 2007)

52.245-1	Property Records (JUN 2007)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering – Construction (SEP 2006)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)--Alternate I (MAY 2004)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-71	Prohibition Against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

I.2 52.204-7 Central Contractor Registration (JUL 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient

other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 52.222-39 Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (Dec 2004)

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution

Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.4 FAR 52.225-9 Buy American Act-Construction Materials (JAN 2005)

(a) *Definitions.* As used in this clause—

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition,

plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(a) *Request for determination of inapplicability of the Buy American Act.*

(1)

- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

I.5 AGAR 452.228-70 Alternative Forms of Security (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

Davis Bacon General Decision Number: AK080003 08/01/2008 AK3

Lancaster Roads – Pipe List

Drawings for Lancaster Roads:

- Sheet Title (Sheet 1 of 14)
- Location Map (Sheet 2 of 14)
- Summary of Estimated Quantities (Sheet 3 of 14)
- Summary of Estimated Quantities (Sheet 4 of 14)
- Barge Ramp Site Plan (Sheet 5 of 14)
- Ramp Control & Survey Data (Sheet 6 of 14)
- Ramp Plan & Details (Sheet 7 of 14)
- Barge Ramp Profile (Sheet 8 of 14)
- Linear Grading Typical Sections - 1 (Sheet 9 of 14)
- Linear Grading Typical Sections - 2 (Sheet 10 of 14)
- Typical Culvert Details (Sheet 11 of 14)
- Typical Modular Bridge (3 Years or Less) (Sheet 12 of 14)
- Erosion Control Devices (Sheet 13 of 14)
- Pit & Quarry Development (Sheet 14 of 14)

General Decision Number: AK080003 08/01/2008 AK3

Superseded General Decision Number: AK20070003

State: Alaska

Construction Type: Highway

Counties: Haines, Ketchikan Gateway, Prince Of Wales-Outer Ketchikan, Sitka, Skagway-Yakutat-Angoon and Wrangell-Petersburg

Counties in Alaska.

HIGHWAY CONSTRUCTION PROJECTS

<u>Modification Number</u>	<u>Publication Date</u>
0	02/08/2008
1	04/04/2008
2	05/09/2008
3	06/06/2008
4	08/01/2008

* ELEC1547-004 05/05/2008

	<u>Rates</u>	<u>Fringes</u>
CABLE SPLICER	\$ 36.60	3%+\$17.17
Electrician;Technician	\$ 34.85	3%+\$17.17

* ELEC1547-005 05/05/2008

Line Construction

	<u>Rates</u>	<u>Fringes</u>
CABLE SPLICER	\$ 44.48	3%+19.42
Line Construction:		
(Tree Trimmer Shredder)	\$ 31.53	3%+19.42
Linemen (Including Equipment Operators, Technician)	\$ 42.73	3%+19.42
Powderman	\$ 40.73	3%+19.42
TREE TRIMMER	\$ 42.73	3%+19.42

* IRON0751-004 08/01/2008

	<u>Rates</u>	<u>Fringes</u>
IRONWORKER		

Fence-Rail	\$ 28.79	18.35
Reinforcing	\$ 32.29	18.60

 SUAK1993-002 04/01/1993

	<u>Rates</u>	<u>Fringes</u>
CARPENTER	\$ 23.95	6.65
LABORER		
Air Tool Operator, General, Flagger, Landscape, Stake Hopper	\$ 20.00	6.79
Asphalt Worker	\$ 20.34	6.79
Chuck Tender	\$ 20.74	6.79
Driller	\$ 21.56	6.79
Grademan	\$ 21.26	6.79
Pipelaye	\$ 20.67	6.62
Vibrator	\$ 21.00	6.79
Power Equipment Operator		
Asphalt Plant, Bulldozer, Mechanic, Paver, Roller, Screed.	\$ 24.47	6.50
Backhoe	\$ 26.01	6.50
Crane	\$ 25.24	6.50
Driller	\$ 23.05	6.50
Grader	\$ 25.43	6.50
Loader	\$ 24.96	6.50
Oiler	\$ 23.80	6.50
TRUCK DRIVER	\$ 16.68	7.64

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

		<u>LANCASTER ROADS PIPE LIST</u> PROJECT BEGINS @ MP 10.98 PROJECT ENDS @ MP 14.98							
		<u>OPTION #1</u>							
						LENGTH			
METRIC STA	ENGLISH STA	MILE POST		18"	24"	36"	48"	84"	
00+015.01	00+49.25	10.99		30					
00+163.60	05+36.75	11.08		30					
00+259.52	08+51.44	11.14		30					
00+300.48	09+85.83	11.17		30					
00+335.48	11+00.66	11.19					30		
00+402.83	13+21.62	11.23			43				
00+499.42	16+38.52	11.29		30					
00+551.41	18+09.09	11.32		30					
00+607.15	19+91.96	11.36			30				
00+713.55	23+41.04	11.42		46					
00+830.42	27+24.48	11.50		30					
00+897.05	29+43.08	11.54			33				
00+958.33	31+44.13	11.58		30					
00+984.38	32+29.59	11.59			43				
01+083.06	35+53.35	11.65			56				
01+171.48	38+43.44	11.71		30					
01+352.40	44+37.01	11.82		30					
01+457.66	47+82.35	11.89		30					
01+550.37	50+86.52	11.94						50	
		TOTAL OPTION #1		376	205	0	30	50	

			<u>OPTION #2</u>							
01+713.00		56+20.08		12.04		30				
01+777.00		58+30.05		12.08		30				
01+881.43		61+72.67		12.15		30				
01+979.83		64+95.51		12.21				50		
02+075.30		68+08.73		12.27				43		
02+123.25		69+66.04		12.30					46	
02+163.43		70+97.87		12.32		33				
02+232.48		73+24.41		12.37				56		
02+270.00		74+47.51		12.39		36				
02+450.00		80+38.06		12.50		30				
02+524.00		82+80.84		12.55		30				
02+582.00		84+71.13		12.58		46				
02+683.00		88+02.49		12.65				30		
02+844.00		93+30.71		12.75		30				
02+933.00		96+22.70		12.80		30				
02+986.00		97+96.59		12.84		30				
03+083.00		101+14.83		12.90		30				
03+149.00		103+31.36		12.94				33		
03+239.00		106+26.64		12.99		30				
03+339.00		109+54.72		13.05		30				
03+448.00		113+12.34		13.12		30				
03+501.00		114+86.22		13.16		30				
03+532.00		115+87.93		13.17		30				

03+577.00	117+35.56	13.20	30					
03+659.00	120+04.59	13.25	30					
03+735.00	122+53.94	13.30	30					
03+763.00	123+45.80	13.32						43
03+840.00	125+98.43	13.37	30					
03+892.00	127+69.03	13.40	30					
04+075.00	133+69.42	13.51	30					
04+166.00	136+67.98	13.57	30					
04+260.00	139+76.38	13.63	30					
04+340.00	142+38.85	13.68				33		
04+435.00	145+50.52	13.74			40			
04+486.00	147+17.85	13.77			30			
04+619.00	151+54.20	13.85	30					
04+754.00	155+97.11	13.93				60		
04+830.20	158+47.11	13.98	30					
		TOTAL OPTION #2	835	282	139	0	43	
		<u>OPTION #3</u>						
04+906.40	160+97.11	14.03	30					
04+982.60	163+47.11	14.08	30					
05+058.80	165+97.11	14.12	30					
05+156.34	169+17.11	14.18					40	
05+232.54	171+67.11	14.23	30					
05+308.74	174+17.11	14.28	30					
05+384.94	176+67.11	14.33	30					

05+461.14		179+17.11		14.37		30			
05+537.34		181+67.11		14.42		30			
05+613.54		184+17.11		14.47		30			
05+689.74		186+67.11		14.52		30			
05+765.94		189+17.11		14.56		30			
05+842.14		191+67.11		14.61		30			
05+918.34		194+17.11		14.66		30			
05+994.54		196+67.11		14.70		30			
06+070.74		199+17.11		14.75		30			
06+146.94		201+67.11		14.80		30			
06+223.14		204+17.11		14.85		30			
06+299.34		206+67.11		14.89		30			
06+375.54		209+17.11		14.94		30			
			TOTAL OPTION #3	570	0	0	40	0	
		TOTALS			1781	487	139	70	93

INSERT LANCASTER ROADS DRAWING

Sheet Title (Sheet 1 of 14)

INSERT LANCASTER ROADS DRAWING

Location Map (Sheet 2 of 14)

INSERT LANCASTER ROADS DRAWING

Summary of Estimated Quantities (Sheet 3 of 14)

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Barge Ramp Site Plan (Sheet 5 of 14)

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Ramp Control & Survey Data (Sheet 6 of 14)

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Ramp Plan & Details (Sheet 7 of 14)

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Barge Ramp Profile (Sheet 8 of 14)

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Linear Grading Typical Sections - 1 (Sheet 9 of 14)

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Linear Grading Typical Sections - 2 (Sheet 10 of 14)

INSERT LANCASTER ROADS DRAWING

Typical Culvert Details (Sheet 11 of 14)

INSERT LANCASTER ROADS DRAWING

Typical Modular Bridge (3 Years or Less) (Sheet 12 of 14)

INSERT LANCASTER ROADS DRAWING
Erosion Control Devices (Sheet 13 of 14)

INSERT LANCASTER ROADS DRAWING

Pit & Quarry Development (Sheet 14 of 14)

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

K.1 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JANUARY 2005)

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s):	<u>All</u>
--NAICS Code	<u>237310</u>
--Size Standard	<u>\$31 Million</u>

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$31 million average annual receipts for an offeror's three preceding fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (June 2007)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____.
- [Contractor to sign and date and insert authorized signer's name and title].

K.4 52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

K.5 Alaska Native or Indian-Owned Business (APRIL 2002)

(a) General. This provision is used to assess the level of procurement opportunities made available to Alaska Native or Indian-Owned Businesses in Region 10 of the USDA, Forest Service. Status as an Alaska Native or Indian-Owned Business is collected for general statistical purposes.

(b) Definitions. As used in this provision –

“Indian” means a person who is a member of an Indian tribe.

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, nation, or other organized group or community, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

“ANCSA Corporation” means any Alaska Native village, urban, or regional corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act.

(c) Representation. The Offeror represents itself, as part of this offer, that it is an:

- _____ Indian or Alaska Native
- _____ Indian or Alaska Native Organization
- _____ Indian-Owned or Alaska Native-Owned Economic Enterprise
- _____ Indian or Alaska Native Tribe
- _____ ANCSA Corporation

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.204-6 Data Universal Numbering System (DUNS) (OCT 2003)
- 52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)
- 52.236-28 Preparation of Proposals – Construction (OCT 1997)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

- 452.204-70 Inquiries (FEB 1988)

L.2 FAR 52.215-5 Facsimile Proposals (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **(907) 228-6241**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time

of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

NOTICE: FACSIMILE BID GUARANTEES ARE NOT ACCEPTABLE

L.3 FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.4 FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L.5 FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

Goals for minority participation for each trade

Goals for female participation for each trade

15.1%

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually

performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Southeast Alaska.

L.6 FAR 52.225-10 Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.7 FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Tonya Rymer
Tongass National Forest
648 Mission Street, Federal Building
Ketchikan, AK 99901

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 FAR 52.236-27 Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation.

Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Ken Bray

Telephone: (907) 772-5848

L.9 Worker's Compensation Laws

Alaska state law requires that most employers have worker's compensation insurance for their employees. The Forest Service furnishes contract award information to the Alaska Department of Labor. Failure to comply with the state worker's compensation laws can be a felony offense in Alaska. For the definitions of "employer", "employee", and "subcontractor", rates of compensation, and other information contact:

Alaska Department of Labor
Worker's Compensation Division
PO Box 25512

Juneau, AK 99802-5512

Telephone: (907) 465-2790 (no collect calls); (907) 465-2797 (fax)

L.10 AGAR 452.215-71 Instructions For The Preparation of Technical and Business Proposals (SEP 1999)

General Instructions. Proposals submitted in response to this solicitation should include the following:

(1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

Business Proposal:

- Completed SF-1442 Solicitation, Offer, and Award form, signed and dated by offeror.
- Response to any amendments that were issued.
- Information required from Section K Representations and Certifications (CCR and ORCA requirements) and copy of K.5 Alaska Native or Indian-Owned Business (April 2002).
- 1 copy – Schedule of Items (Section B) with vendor information box filled out and signed

Technical Proposal:

- 1 copy – Experience and Capability Questionnaire (Section M.5) OR clearly written resume with the same information and identified with vendor name and signature. The Experience and Capability Questionnaire will be used to evaluate the Experience and Capability Non-Price Evaluation Factors.
- 1 copy – Past Performance. We will assess your history of quality workmanship, customer satisfaction, timely completion, quality performance, ability to work with local hire, and compliance with contract requirements on past projects. Include references with phone numbers.

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 Award Determination

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

The Government intends to make an award to the offeror whose proposal represents the best value to the Government, with all factors considered as described below. The source selection process is inherently subjective, and the resulting decision will reflect the source selection authority's subjective and integrated determination of the best value proposal. All evaluation factors other than price, when combined, are considered equal to price. Accordingly, award may be made to an offeror other than the lowest priced offeror, if that higher-priced offeror provides the best value.

Offerors with no past performance data will be treated as an unknown performance risk and neither be evaluated favorably nor unfavorably. Therefore, offerors will receive credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no relevant past performance.

M.2 Evaluation Factors and Sub-factors

Four evaluation factors will be used in this source selection: Experience, Capacity, Past Performance, and Price. Three non-price evaluation factors with sub-factors are listed below in descending order of importance. The non-price evaluation factors and sub-factors, when combined, are considered equal to price.

1. **Experience.** This factor will assess the offeror's experience with this type of work in Southeast Alaska.
2. **Capacity.** This factor assesses an offeror's current contract and work obligations and their associated resources available to dedicate to this project.
3. **Past Performance.** This factor provides an assessment of the Government's confidence in an offeror's ability to fulfill the solicitation requirements based on the offeror's demonstrated record of past performance.
4. **Price.** This factor results in an assessment that the price proposed by an offeror and to be paid by the Government is fair and reasonable for the work proposed. It may include an assessment of risk associated with the proposed price.

M.3 Non-Price Factor Evaluation

The Government may use information/submittals provided by the offeror or gained through other sources, to make a subjective determination of its confidence in the offeror's ability to fulfill the solicitation requirements. Ratings will be assigned in the following manner:

Non-Price Factor Ratings	
High Confidence	Based on the offeror's submittal or information gathered from other sources, the Government has high confidence (or essentially no doubt) that the offeror successfully meets the evaluation factor.
Confidence	Based on the offeror's submittal or information gathered from other sources, the Government has confidence (or little doubt) that the offeror successfully meets the evaluation factor.
Little Confidence	Based on the offeror's submittal or information gathered from other sources, substantial doubt exists that the offeror meets the evaluation factor.
No Confidence	Based on the offeror's submittal or information gathered from other sources, extreme doubt exists that the offeror meets the evaluation factor.

M.4 Notice of Award

A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.5 Experience Questionnaire

EXPERIENCE AND CAPABILITY QUESTIONNAIRE -- OMB Clearance Number 9000-0142

Instructions: See Box 10, REMARKS, if extra space is needed to answer any items below. Mark "X" in the appropriate boxes. Please list NA for inapplicable items. Offerer should copy if extra space needed or in another format provide identical information.

1. Contractor's Name, Address & Telephone Number	2. Type of Business
	____ Company
	____ Corporation
	____ Non-profit Organization
	____ Co-partner
	____ Individual

3. How many years of experience do you have in this line of work? _____
4. How many years of experience as a prime contractor? _____ subcontractor? _____
5. List the projects your business has completed in the last 3 years.

Contract Amount	Type of Project	Date Completed	Name and Telephone Number to Contact For Information

6. List all of your firm's current contract commitments.

Contract Number	Contract Amount	Type of Project	Est. Date of Completion	Name and Telephone Number to Contact For Information

7a. Have you ever failed to complete any work awarded to you? ____ yes ____ no

7b. Has work ever been completed by performance bond? ____ yes ____ no

7c. If "yes" to either Question 7a. or 7b., please specify location(s) and reason(s):

EXPERIENCE AND CAPABILITY QUESTIONNAIRE -- OMB Clearance Number 9000-0142

8. Organization that will be available for this project:

a. Minimum No. of employees: _____ Maximum No. of employees: _____

b. Are employees regularly on your payroll? ____ yes ____ no

c. If applicable, specify equipment available for this contract:

d. If applicable, estimate rate of progress (such as 2.0 acres per day):

Minimum progress rate: _____ Maximum progress rate: _____

9. List the experience of the principal individuals of your business.

Individual's Name	Present Position	Years Experience	Type of Work

10. Remarks:

CERTIFICATION: I certify that all of the statements made above are complete and correct to the best of my knowledge and that ny persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

Signature

Title

Date